

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAKES REGIONAL HEALTHCARE

NURSES ASSOCIATION

AND

LAKES REGIONAL HEALTHCARE

JULY 1, 2006 - JUNE 30, 2008

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PUBLIC EMPLOYMENT
RELATIONS BOARD

THIS agreement is made at Spirit lake, Iowa, by and between the Lakes Regional Healthcare, ("Hospital") and the Lakes Regional Healthcare Nurses Association ("Association"), a local bargaining Association affiliated with the Iowa Nurses Association ("I.N.A.").

ARTICLE I

INTENT AND PURPOSE

1.1 The parties share the goal of providing the most efficient and highest quality health care services to the citizens of Dickinson County, Iowa, at reasonable cost.

1.2 It is the intent of the parties to agree concerning wages, hours of work, and other conditions of employment, to promote orderly, peaceful, harmonious and cooperative relationships between the Hospital, and it's employees covered by this agreement, and to provide for the health and welfare of the citizens of Dickinson County, Iowa, and to promote the prompt and efficient performance of work assigned to employees.

ARTICLE II

ASSOCIATION CERTIFICATION

2.1 On December 21, 1985, the Association was certified by the Iowa Public Employment Relations Board in Case No. 2759 as the bargaining agent for certain hospital employees. On April 21, 1992, the Association was amended and on July 1, 2003 the Associations was amended as follows:

Included:

The following position titles in the nursing division: Patient Care Supervisors, Registered Nurses, Licensed Practical Nurses, Operating Room Technicians, Nursing Assistants; and the following position titles in the homecare and public health divisions: Registered Nurses and Licensed Practical Nurses.

Excluded:

All other Lakes Regional Healthcare employees.

ARTICLE III

DEFINITIONS

3.1 A full-time employee is a permanent employee who has completed the probationary period and is regularly scheduled by the Hospital to work at least sixty-four hours per two-week pay period.

3.2 A part-time employee is a permanent employee who has completed the probationary period and is regularly scheduled by the Hospital to work less than sixty-four hours per two-week pay period, but is scheduled to work at least sixteen (16) hours per two-week period (416 hours/year).

3.3 A permanent employee is one whose employment is intended to be permanent rather than for a limited or temporary period or purpose.

3.4 A probationary employee is one who has not completed ninety (90) calendar days of continuous service with the Hospital as a full-time, part-time, or casual employee.

3.5 A temporary employee is one whose employment is intended to be of a planned duration of not more than four (4) months. Any temporary employee who becomes permanent will be credited with Paid-Time-Benefits, Short term disability, CEU hours, and seniority from the first day of the most recent anniversary hire date.

3.6 A casual employee is one who is regularly scheduled in the hospital to work less than 16 hours per two week period.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level.

4.2 A grievance is defined as a timely filed claim by an employee covered by this agreement which alleges that there has been a violation of a specific provision of this agreement by the Hospital.

4.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than seven (7) days after learning of the occurrence upon which the grievance is based, by informal discussion with the appropriate department Manager who is designated for this purpose by the Hospital. The department Manager will answer to the grievance within five (5) days of its presentation.

Step Two: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the respective Vice President within ten (10) days after receipt of the department Manager's oral answer. The written grievance shall specifically state in detail the relevant facts upon which it is based, the section of this agreement alleged to have been violated, the issue involved, and the relief sought. The Vice President will provide a written answer to the grievant within seven (7) days after receipt of the written grievance.

Step Three: If the grievance is not settled at Step Two and the grievant wishes to appeal the grievance to Step Three, the written grievance shall be submitted to the President/CEO within ten (10) days after receipt of the department head's written answer. The President/CEO will provide a written answer to the grievant within ten (10) days after receipt of the written grievance.

Step Four: If the alleged grievance is not settled in accordance with the foregoing procedure, the grievant may, only with the consent of the Association, submit the grievance

within ten (10) days after receipt of the President/CEO's answer in Step Three to a mutually agreed upon Arbitrator. The Arbitrator shall schedule a mutually convenient time and place to consider the grievance. It is understood and agreed that the Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any terms of this agreement, to substitute its discretion for that of the Hospital or to make any decision contrary to or inconsistent with or modifying or varying in any way to applicable laws, rules and regulations. No liability shall accrue against the Hospital prior to the date that the actual event which gave rise to the filing of the grievance occurred. A decision of the Arbitrator shall be based solely upon the interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. A decision by the Arbitrator shall be written and binding. The Arbitrator may hear no more than one (1) grievance per session, unless the parties mutually agree otherwise.

4.4 Unless an authorized time is mutually agreed upon, all alleged grievances shall be presented, discussed, and processed during non-busy times with reasonable discretion and management will make themselves available at such times.

4.5 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed with the time limits set forth, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the Hospital's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the Hospital's specified representative to answer a grievance or appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

4.6 In the event the grievant request arbitration, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within fourteen (14) days following the receipt of the request for arbitration, they shall jointly request the Iowa Public Employers Relation Board to submit a panel of seven (7) arbitrators who have arbitration experience appropriate to the issue in dispute. The parties shall alternatively strike the names of arbitrators on the panel until one (1) remains. This person shall be designated the arbitrator."

4.7 The expenses of the arbitrator and the expenses incidental to the arbitration shall be shared equally by the Hospital and the Association. However, each party shall be responsible for the expense of its own attorney and any other representative participating in the arbitration.

4.8 The grievance procedure outlined in Article IV shall be the sole means by which a grievance may be processed.

ARTICLE V

HEALTH AND SAFETY

5.1 The Hospital shall make reasonable provisions for the health and safety of its employees. The Association and the employees will extend their cooperation to the Hospital in maintaining Hospital policies, rules, and regulations pertaining to health and safety. Employees shall promptly report any unsafe conditions to their immediate supervisor.

5.2 TB screen will be provided at the time of employment and at appropriate time periods thereafter. Proof of rubella immunity is required or the employee will submit to titer

testing or immunization provided by the Hospital. The Hospital will offer the Hepatitis vaccine following OSHA guidelines.

5.3 The hospital will provide a health assessment as required by Iowa law.

5.4 The Hospital shall provide decontamination required gloves and protective apparel to employees covered by the contract.

5.5 Association employees are expected to wear appropriate clothing for their profession, subject to the approval of the Hospital.

ARTICLE VI

HOURS OF WORK AND OVERTIME

6.1 No employee covered by this Agreement shall exchange hours or days off with another employee without the express prior approval of the employee's supervisor. No employee engaged in trade time shall have such time treated as overtime nor shall trade time count toward the computation of overtime.

6.2 The method for the payment of overtime for current employees as of July, 1, 2001, will be either an eight-hour per day; eighty-hour per two week period, or a forty hour per week. A change in overtime status must be a mutual written agreement between the employee and hospital leadership. The payment of overtime will be paid according to relevant federal and state laws. Employees shall be compensated, at their normal rate of pay, for attendance of required meetings and shall receive overtime pay if the time at required meeting attendance puts the employee into an overtime status.

6.3 Overtime may be required to meet the operational needs of the Hospital and members of the Association may be obligated by their manager to work beyond your scheduled time. All overtime is to be worked only when authorized by the department manager or Patient Care Supervisor.

6.4 The Hospital will schedule in a reasonable manner so as to provide necessary time for rest and meal periods. Each employee will be entitled to a 15 (fifteen) minute paid break for every four hours they are on the clock. One 30 (thirty) minute non-paid meal break will be granted for employees working a shift of 8 (eight) hours or more. The two 15 (fifteen) minute breaks mentioned may be combined into a single 30 (thirty) minute break.

6.5 It is agreed that the Hospital will develop work schedules a minimum of two pay periods in advance to be posted and will, to the extent possible, maintain the integrity of the schedules of hours and days. Schedules will be posted at least 15 days before the next pay period. Requests for scheduled days off shall normally be given to the appropriate supervisor twenty (20) days before the required schedule is posted.

6.6 When low census days are required by the Hospital, qualified, competent staff will be maintained in all patient care areas. Low census prioritization will be as follows:

- A. Contracted employees (Agency);
- B. Regular employees on a voluntary basis;
- C. Reduction in casual staffing;

D. Completed on a rotating basis; based on seniority.

Before requiring low census days of regular employees, the Hospital shall consider accomplishing cross-training or floating during these times, rather than requiring a census day. If an employee is required to take a census day and is also requested to be on-call, they shall be entitled to the benefits of both a census day and compensation for on-call time.

6.7 The Hospital shall insure there will not be increased assignment of any of its permanent staff to night, evening, holiday, or weekend duty, as a result of the use of temporary or casual employees without consulting the permanent staff member affected. All position openings will be posted to include specific shift rotations, and information regarding the frequency of rotating shifts will be provided when possible.

6.8 Nursing employees working eight hour and/or every other weekend shifts, are entitled to one weekend off per calendar year that they would otherwise be required to work.

ARTICLE VII

SENIORITY

7.1 The seniority of each employee covered by this Agreement will be determined by the number of "hours worked", in his or her job classification, calculated from the anniversary date or transfer into that job classification. Seniority will only include hours worked at Lakes Regional Healthcare.

7.2 Seniority and entitlement to benefits under this contract shall be determined based upon all hours worked. Hours worked shall also include any low census hours. Paid leave time is not included in computing hours worked.

7.3 Upon reasonable request, but no more often than once every three (3) months, the Hospital will furnish the Association a seniority list specifying the job classification seniority for each employee covered by this Agreement. The seniority list will be posted in each nursing area. Any protest as to the correctness of the list must be made in writing to the Hospital within ten (10) days or the list will be deemed final and correct, subject to the grievance procedure.

7.4 The seniority of an employee shall terminate upon termination of employment, failure to report back to work after a layoff, or failure to return from an authorized leave of absence within the required time limits.

7.5 A low census day will not adversely affect any employee's rights under any part of paid time benefits hours accumulated, seniority, or other benefits.

7.6 All benefits except holiday pay shall accrue from the anniversary date, but may not be used and will not be paid during the ninety (90) day probationary period. A probationary employee who fails to successfully complete the probationary period shall forfeit all benefits otherwise accrued. Upon successful completion of the probationary period, accrued PTB's may be used, subject to scheduling approval of the supervisor.

ARTICLE VIII

REDUCTION IN STAFF PROCEDURE

8.1 In the event that the Hospital determines a need for a reduction in staff, the Hospital will determine which employees are to be retained. Selection will be based on seniority and employee classifications. If the qualifications are determined to be equal among the employees in the affected job, classification will be the determining factor.

8.2 Employees to be laid off will be notified two (2) weeks in advance of planned release.

8.3 Laid off employees will be considered for recall for a period of time equal to six (6) months or the employee's period of service, whichever is less, if the employee requests in writing to the Hospital. Eligible employees within the job classification affected will be recalled in the inverse order of layoff. An eligible employee to be recalled from a layoff shall be notified as soon as possible. Failure to notify the Hospital of a change of address, or failure to report for work at the time and date specified in the notice, shall result in loss of seniority and recall rights, and termination of employment.

8.4 The Hospital will permit laid off employees to continue participation in the group insurance plan, at the employee's expense, until called back to work, but not more than eighteen (18) months.

ARTICLE IX

TRANSFER PROCEDURES

9.1 Whenever opportunities for promotion become available, first consideration is always given to our own employees, based on their qualifications, ability, efficiency, conduct, loyalty, performance evaluations, and seniority. Openings on shifts and supervisory positions should be first available to current employees. Notices of open positions greater than forty hours per pay period will be posted on the bulletin board as soon as possible after occurrence, and shall remain posted for a period of seven working days.

9.2 Nothing herein shall apply to temporary transfers or transfers to a temporary vacancy.

9.3 In the event of a permanent voluntary transfer from one job classification to another, an employee shall be placed at the bottom of the job classification to which the employee transferred. This section shall not apply in the case of an employee transferring to the same job classification on another shift or area.

9.4 In the event of a permanent involuntary transfer from one job classification to another, an employee shall retain his/her seniority.

9.5 In order to provide a means whereby employees can make known their desires to change job classifications, or to change from part-time to full-time employment, or vice versa, and further to provide a means whereby the Hospital can be aware of such desires by its employees, it is agreed that any time any employee may give written notice of his/her desire to

the Hospital. Such notice must contain the employee's name, current job classification, status and shift, the employee's qualifications and experience, and his/her reasons for desiring the change.

ARTICLE X

LEAVES

10.1 The employer reserves the right to require a physician's statement to determine clearance to return to work from sick leave.

10.2 Full-time employees are eligible for the following paid leaves of absence after completion of the ninety (90) day probationary period:

Funeral leave: Three continuous working days of paid leave to attend the funeral of each family member. Family is defined as employee' spouse, natural or step-child, grandchild, parent, step-parent, grandparent, step-grandparent, sister, step-sister, brother, step-brother, father or mother of present or deceased spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, foster child or relative residing in the employee's home.

The employee shall be granted one day of paid leave to attend the funeral of grandparent-in-laws.

Civic duty: If an employee is required to serve jury duty, the Hospital will pay the difference between the jury pay allowance and the regular rate of pay, after proof of the amount of the jury pay.

10.3 An employee may be granted time off without pay to attend approved professional meetings.

10.4 Personal and Family/Medical Leave:

Eligibility requirements: After the 90-day assessment period, all employees are eligible for Personal leave. Hospital employees who have worked for at least one year and for 1,250 hours over the previous 12 months, are eligible for Family and Medical Leave Act (FMLA) leave. Employees not eligible for FMLA leave are able to use benefit time as our Paid-Time-Benefit and Sick-Leave-Bank policy outlines.

Reasons for taking FMLA leave: Leave will be granted for any of the following reasons:

- a. To care for the employee's child immediately after birth or placement for adoption or foster care.
- b. To care for the employee's spouse, son, daughter, or parent who has a serious health condition.
- c. For a serious health condition that makes the employee unable to perform the employee's job.

Advance notice and medical certification:

- a. The employee will provide 30 calendar days advance notice when the leave is foreseeable.
- b. The Hospital may require physician's certification to support a request for Personal and/or FMLA leave because of a serious health condition and a fitness for duty report to return to work.

Job benefit protection:

- a. A manager can authorize time off up to 30 calendar days for a Personal leave of absence. If a leave extends past 30 calendar days, a written request for FMLA leave must be completed.
- b. If time is needed past 30 calendar days, up to 12 additional weeks of FMLA leave will be granted. FMLA leaves require a physician's certification and a FMLA leave of absence request approved by the department head and vice president. The employee's total FMLA leave entitlement will not exceed 12 weeks. After the expiration of FMLA leave, the employee's job is not guaranteed, however, the employee may apply for open positions in the hospital without the loss of seniority when the employee is able to return to work.
- c. For the duration of the FMLA leave, if the employee is covered under the group health plan, the hospital will maintain the hospital's portion of the employee's health coverage under the plan.
- d. Upon return from Personal and/or FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- e. The use of Personal or FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Compensation During leave of absence:

- a. Personal and FMLA leaves may consist of a combination of Paid-Time-Benefit hours, Short Term Disability hours, and/or unpaid leave.
- b. The use of Paid-Time Benefit hours and Short Term Disability hours will follow the hospital's PTB/STD policy.
- c. If available, minimum levels of benefit time must be utilized to maintain the employee's current job status.

10.5 Military leave will be granted pursuant to Iowa law (Section 29A.28, 1991 Code of Iowa).

10.6 An employee may make application for other leaves of absence without pay to their immediate supervisor.

10.7 Educational: An employee may be granted up to a maximum of one (1) year leave of absence to continue education in a health care related course of study. Employees are not guaranteed a return to his/her position.

10.8 General provisions: Accrued benefits and seniority up to the beginning of a leave are retained during an approved unpaid leave. Service credits for the purpose of sick leave,

vacation, holidays, pay raises, or any other benefits do not accrue during a leave of absence without pay.

ARTICLE XI

PAID TIME BENEFITS **SHORT TERM DISABILITY**

Paid-Time-Benefit

Purpose: Paid-time-benefit (PTB) hours provide the employee with paid time off from the job for vacation, illness, observance of holidays, and any other reasonable occasion.

Paid-time-benefit (PTB) hours allow the manager and the employee the flexibility and decision-making in scheduling time off to best meet the individual's and the Hospital's needs. Utilization of all paid-time-benefit hours shall be scheduled and approved by the appropriate manager. All employees on casual status will receive payment for all paid time benefit hours accrued at the end of the hospital's fiscal year.

Scope: Each full-time and part-time employee as defined in Lakes Regional Healthcare's policy is eligible for paid-time-benefit hours.

Accrual: Paid-time-benefit hours begin accruing from the first day of work. Accrual is based on a maximum of 80 hours per pay period. Paid-time-benefit hours do not accrue on overtime hours worked, or during a leave of absence without pay, except in cases of military leave and jury duty. The maximum number of paid-time-benefit hours that can be accrued is 480 hours (60 working days). When an employee reaches 480 hours, no more paid-time-benefit hours will accrue until the balance is reduced.

Permanent non-supervisory employees:

<u>Length of Service</u>	<u>Time Accrued</u>	<u>Maximum Accrued Annually</u>	<u>Short Term Disability Time Accrued</u>	<u>Short Term Disability Maximum Accrued Annually</u>
0 through 4 years (48 months)	.089 PTB hours for every 1 hour paid	184 hours (23 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (six 8-hour days)
4 years (49 months) through 9 years (108 months)	.108 PTB hours for every 1 hour paid	224 hours (28 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (6 8-hour days)
9 years (109 months) through 14 years (168 months)	.127 PTB hours for every 1 hour paid	264 hours (33 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (6 8-hour days)
14 years (169 months) or more	.146 PTB hours for every 1 hour paid	304 hours (38 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (six 8-hour days)

Full-time supervisor employees:

<u>Length of Service</u>	<u>Time Accrued</u>	<u>Maximum Accrued Annually</u>	<u>Short Term Disability Time Accrued</u>	<u>Short Term Disability Maximum Accrued Annually</u>
0 through 4 year (48 months)	.108 PTB hours for every 1 hour paid	224 hours (28 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (6 8-hour days)
4 year (49 months) through 9 years (108 months)	.127 PTB hours for every 1 hour paid	264 hours (33 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (6 8-hour days)
9 years (109 months) or more	.146 PTB hours for every 1 hour paid	304 hours (38 8-hour days)	.023 STD hours for every 1 hour paid	48 hours (6 8-hour days)

Payment: Paid-Time-Benefit hours are paid at the employee's normal salary rate.

A. Holidays recognized by Lakes Regional Healthcare:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Note:

1. One floating holiday is included in total number for Paid-Time-Benefit accrual.
2. Holidays are defined from 11:00 p.m. to 11:00 p.m.
 - A. Non-exempt employees who work on any of the Hospital's recognized holidays will be paid time and one-half for hours worked.
 - B. Paid-Time-Benefit hours will be paid no less than one (1) hour per shift.
3. The employer shall attempt to schedule full-time employees off for half the scheduled holidays, based on a rotation list. When possible, employees should not be scheduled to work the same holiday two consecutive years, unless by request.

Illness or emergency:

In case of emergency or illness, the employee shall notify the on-duty Patient Care Supervisor within two hours prior to the start of the scheduled shift. If an employee calls in sick on their scheduled weekend to work, the employee will automatically be scheduled to work a weekend at regular hourly pay within 3 months of missed shift, unless the employee has met the criteria to utilize short-term disability hours. The employee who is making up a weekend shift will be the last person to be offered a low census day.

Sell back:

An employee who has and maintains a balance of at least 200 Paid-Time-Benefit hours is eligible to sell back hours in excess of 200 for cash on July 1st once every 12 months. An employee may sell back up to 96 hours at 100% of the actual salary by completing a Request to Sell Back Paid-Time-Benefit form and submitting it to the appropriate manager for processing.

Separation from Lakes Regional Healthcare:

Upon separation from the Hospital, an employee will be paid for the balance of eligible Paid-Time-Benefit hours at 100% of the actual salary, under certain conditions.

- A. Satisfactorily completed three month review period.

- B. If separation is made with proper notice to the manager (proper notice is a minimum of four weeks for management and professional, and two weeks for all other employees).
- C. Settled to the satisfaction of Lakes Regional Healthcare any damage or financial loss incurred resulting from the employee's actions.

An employee who fails to complete the three month review period will only be paid for 50% of Paid-Time-Benefit hours accrued but not taken if the separation is for disciplinary reasons or misconduct.

Upon death of an employee, any eligible Paid-Time-Benefit hours will be paid at 100% of the actual salary to the estate.

Legal tax deductions shall be made from Paid-Time-Benefit hours paid to an employee.

Short Term Disability:

Short Term Disability hours will accrue at the rate of one-half day per month and will be placed in a separate short term disability bank and may be used for personal long-term illness.

Utilization of short term disability hours will commence after 16 hours of non-scheduled Paid-Time-Benefit has been paid. It will be necessary to utilize 16 Paid-Time-Benefit hours for each occurrence of illness before short term disability hours may be paid.

Employees who are hospitalized on the first day of an illness, including same day surgery, will be eligible to go directly to their short term disability bank, if available.

Upon termination (voluntary or non-voluntary) or change in employment to casual status, all hours in the individual's short term disability bank are forfeited.

Work related injury:

If an employee is off work because of a job-related illness or injury, the employee, if eligible, may use Paid-Time-Benefit hours for the first three calendar days off work, equal to the number of hours the employee is normally scheduled to work. Payment of compensation due to a work related injury or illness will follow laws established by the state of Iowa.

If on-call Surgical Services employees are called in to work hours on a holiday, they shall be given an hour off with pay for each holiday call-in hour worked, in addition to the other holiday benefits described in this article.

ARTICLE XII

INSURANCE

12.1 The hospital will pay the following per month to single health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible	\$440.01
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The hospital will contribute the following per month to family health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible	\$905.07
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The employee will pay 13% of the single premium or 31% of the family premium for contract year 2007-2008.

12.2 It is understood that admittance to a hospital and the course of treatment shall be left to the discretion of the patient Association member and his/her physician.

12.3 The Hospital shall furnish and pay for term life for each eligible full-time employee, equivalent to one times their annual salary, up to a maximum of \$50,000.00

12.4 The Hospital shall maintain malpractice insurance on all employees covered by this Agreement, as covered under the Hospital's general liability policy. Amounts to \$2,000,000/event. Part-time employees covered by this Agreement shall receive a prorated credit towards the monthly premium of the Hospital-provided health insurance policy. The balance of the monthly premium due from the employee will be paid in advance of the month to be covered. This payment shall be payroll deduction and may vary from month to month depending on the amount of hours worked that month.

12.5 Booklets outlining the insurance program will be made available to eligible employees.

12.6 The hospital will pay \$21.14 per month towards the single dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008. The hospital will pay \$24.76 per month towards the family dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008.

ARTICLE XIII

INSERVICE

13.1 Hospital-facilitated inservice programs are presented free of charge to Hospital employees.

13.2 Attendance at inservice programs may be designated as either voluntary or mandatory for various employees and departments. Off duty employees will be compensated at regular rate of pay for time spent at mandatory programs and meetings.

13.3 All employees governed by Mandatory Continuing Education Laws will receive sixteen (16) hours of wages to attend an approved outside meeting. Authorization of an employee's attendance at an outside meeting must come from the employee's department head. Part-time employees will receive eight (8) hours pay at the regular rate to attend such continuing education training.

13.4 The employer will pay for any job related training programs and meetings required by the employer as follows:

1. Reimbursement of tuition or registration fees.
2. Up to eight (8) hours per day at employee's regular hourly wage.
3. Expenses for meeting including lodging and meals will be paid for when the employee turns in his/her receipts for expenses to the Hospital and a brief narrative of the meeting content with the employee's statement as to the value of the meeting or program to his/her job. Employees attending such meetings should be prepared to share the information as part of the Hospital's inservice program.
4. Mileage will be paid for at a rate set by Internal Revenue Service regulations per mile when more than one employee attends the same program, mileage will be paid for the number of cars required to transport the employees attending.
5. The employee must submit an estimated expense travel form for approval by their manager prior to their departure.
6. The Hospital shall make known the educational budget for each department. The budget will be used for employee requests, and as much as possible, funds in the educational budget will be shared on a department-wide basis at the department manager's discretion.
7. The Hospital shall establish an awareness plan that will provide information to the Nursing Staff on Educational Assistance Programs. Distribution of this information shall be made during the months of January and July of each year. Information on new assistance programs shall be distributed when received by the Hospital.

ARTICLE XIV

PAY

14.1 The minimum regular straight time hourly rates of pay for employees covered by this agreement are set forth in the wage scale which is attached hereto. The Hospital may hire new employees and enter them in the salary schedule, based on work history of like experience, acquired skills, and competency to the area.

14.2 In addition to the specified regular straight time hourly rates, eligible employees covered by this agreement will continue to be eligible for all applicable differentials, as per wage scale.

14.3 An employee required to remain on-call will receive \$1.50 per hour for the designated on-call time. Hours on-call shall not count toward nor be included in the calculation of overtime hours. If an employee on-call fails to respond to a call back during the designated standby period, said employee shall receive no compensation as provided by this section.

14.4 An on-call employee called to work will receive a minimum of one and one-half hours of work or pay in lieu thereof. When called to work, time shall be compensated at the rate of one and one-half times the employee's usual wage. The employee must be notified before the start of their shift (06:45; 14:45; 22:45) or the employee will be paid at one and one-half times their normal rate.

14.5 When an employee is requested to work on their regularly scheduled weekend off, they shall be paid at the rate of one and one half (1 1/2) times their regular rate. Trade hours are not included as outlined in Section 6.1 above. The weekend for all shifts shall begin at 11:00 p.m. Friday and end at 11:00 p.m. on Sunday.

14.6 Should an employee under this agreement be scheduled to work and is required to take a low-census day, the Hospital will, after following the seniority procedure, notify affected employees at least two hours in advance of the time that the employee is scheduled to work. Failing such notice, the employer will pay the employee for two (2) hours at the regular rate of pay.

14.7 Each employee is assigned a number of hours for placement into the Nurses Association wage scale. Wage scale hours will accumulate for regular hours worked, holiday hours worked, and low census hours.

14.8 A weekend package may be available to Registered Nurses, Licensed Practical Nurses, and Nursing Assistants as defined in hospital policy.

14.9 Those employees currently receiving the cross-training bonus will continue to receive it. Effective July 1, 2003 additional cross training bonuses will no longer be available to newly cross-trained staff.

ARTICLE XV

EVALUATIONS

15.1 Each employee will be evaluated annually regarding his/her performance on or about the anniversary date. An employee may pursue a grievance concerning the substance of an evaluation only if such evaluation is used by the Hospital in an attempt to deny the employee benefits, advancements or continued employment. The time limits for grievance processing shall begin when the Hospital attempts to deny benefits, advancements or continued employment to an employee; not when the evaluation is made.

ARTICLE XVI

EMPLOYEE ASSISTANCE PROGRAM

16.1 The Hospital will establish and fund an Employee Assistance Program for all full-time and part-time employees covered by this agreement. The program will include, but not be limited to, supportive counseling and referral to appropriate treatment professionals for those employees with a potential illness or other related diseases.

ARTICLE XVII

DUES DEDUCTION

17.1 Employees under this agreement shall have the opportunity to have their dues deduction from their paychecks monthly.

17.2 The Hospital agrees to remit Membership dues of Registered Nurses for the American Nurses' Association, the Iowa Nurses' Association and the District Nurses' Association on a monthly basis. Iowa Nurses' Association Membership dues for LPN's, NA's and Operating Room Techs shall also be remitted on a monthly basis. All dues shall be sent to the Iowa Nurses' Association Office, located at 1501 42nd Street, Suite 471 in West Des Moines, IA 50266.

17.3 Any member shall have the opportunity to terminate dues checkoff at any time by giving thirty (30) day written notice.

ARTICLE XVIII

SEPARABILITY

18.1 It is the belief of the parties hereto that all clauses and provisions of this agreement are lawful. If, however, any portion of this agreement is determined by the courts or proper governmental agencies to be in contradiction to any state or federal law, such decision shall not invalidate the entire agreement, it being the expressed intention of the parties that remainder of this agreement remain in full force and effect.

ARTICLE XIX

DURATION OF THE AGREEMENT

19.1 This agreement shall become effective on the 1st day of July 2006, and remain in full force and effect until the 30th day of June 2008, and shall continue in full force unless written notice of reopening is given either party on or before October 15th, 2007.

19.2 The hospital reserves the right to unilaterally implement enhancements to wages or benefits during the term of the contract. If an enhancement is implemented, the cost of the enhancement shall be included as part of the cost of the hospital's bargaining position in the subsequent contract negotiations.

**Lakes Regional Healthcare
Nurses Association Wage Schedule**

Wages Effective July 1, 2006 through June 30, 2007.

Hours Worked	BSN	RN	LPN/Tech	Aide
0-1,899	19.14	18.78	14.22	10.53
1,900-3,799	19.36	19.00	14.44	10.75
3,800-5,699	19.64	19.28	14.51	11.05
5,700-7,599	20.17	19.83	14.61	11.45
7,600-9,499	20.90	20.56	15.05	11.93
9,500-11,399	21.94	21.58	15.45	12.31
11,400-13,299	22.53	22.19	15.89	12.80
13,300-15,199	22.99	22.64	16.35	12.88
15,200-17,099	23.63	23.29	16.83	13.12
17,100-18,999	23.91	23.57	17.05	13.12
19,000 and over	24.35	24.01	17.37	13.12

Wages Effective July 1, 2007 through June 30, 2008.

Hours Worked	BSN	RN	LPN/Tech	Aide
0-1,899	19.91	19.53	14.79	10.95
1,900-3,799	20.13	19.76	15.02	11.18
3,800-5,699	20.43	20.05	15.09	11.49
5,700-7,599	20.98	20.62	15.19	11.91
7,600-9,499	21.74	21.38	15.65	12.41
9,500-11,399	22.82	22.44	16.07	12.80
11,400-13,299	23.43	23.08	16.53	13.31
13,300-15,199	23.91	23.55	17.00	13.40
15,200-17,099	24.58	24.22	17.50	13.64
17,100-18,999	24.87	24.51	17.73	13.64
19,000 and over	25.32	24.97	18.06	13.64

Full-time House Supervisors: \$1.50/hour additional

Relief House Supervisors: \$1.50/hour additional when working as a relief house supervisor

Shift differential:

Shift II: \$1.00/hour

Shift III: \$1.25/hour

On-call: \$1.50/hour

Cross training bonus: \$.25 per hour

Executed in Spirit Lake, Iowa, this 17TH day of May, 2006.

For Lakes Regional Healthcare Nurses Association - Iowa Nurse's Association:

JOE BOSS RN
Kelly Huntuck RN
Cathy Roberts RN

For Lakes Regional Healthcare:

Jack Wab
Pat Dale